

U.S. Department of Homeland Security
Immigration and Customs Enforcement

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Performance Work Statement
Detention Services
Houston Contract Detention Facility

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I. EXPLANATION OF TERMS/ACRONYMS

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT LOCAL DETENTION FACILITY (ALDF)**: A facility which detains persons 18 and over.
3. **ALIEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.
7. **BOOKING**: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor is responsible for booking the detainee into the EADM system upon receiving the detainee.
8. **BUREAU OF PRISONS (BOP)**: The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
 - a. **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.

- b. **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
13. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement.
14. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
20. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
22. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO):** A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.

23. DETENTION OFFICERS: Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
29. ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
30. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
31. ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
32. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
33. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
34. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
35. FACILITY: The physical plant and grounds in which the Contractor's services are operated.

36. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
37. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
38. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
39. GOVERNMENT: Refers to the United States Government.
40. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
41. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
42. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
43. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
44. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
45. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.
46. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
47. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
48. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
49. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
50. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager, Corporate Security Officer
51. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

52. LOG BOOK: The official record of post operations and inspections.
53. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
54. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
55. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
56. MILEAGE RATE: a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs
57. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
58. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
59. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
60. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
61. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE officials designated by COR, and including, but not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.
62. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
63. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
64. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
65. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
66. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
67. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of

proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

68. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
69. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
70. PROPERTY: Refers to personal belongings of a detainee.
71. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
72. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
73. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
74. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (2011 PBNDS). The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
75. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
76. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
77. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.
78. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
79. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
80. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.

81. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
82. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
83. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

SECURITY RISK – HIGH, MEDIUM, LOW

High Risk Level (Level 3) – Detainees exhibit behavioral problems, a history of violent or assaultive charges or convictions, and violent institutional misconduct. These detainees may not be co-mingled with low custody detainees.

Medium Risk Level (Level 2) – Detainees exhibit minor behavioral problems or have a history of criminal activity. This level may not include any detainee with a felony conviction for an offense listed under the “Highest” section of the severity of offense guideline (Appendix 2.2.C of PBNDS2011.)

Medium Low Risk Level (Level 1.5) – These are detainees with no history or pattern of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation. This level may not include any detainee with a felony conviction for an offense listed under the “Highest” section of the severity of offense guideline (Appendix 2.2.C of PBNDS2011.)

Low Risk Level (Level 1) – Detainees exhibit no assaultive behavior and have no history (arrest or conviction) that included an act of physical violence. This level may not include any detainee with a felony conviction for an offense listed under the “High” or “Highest” section of the severity of offense guideline (Appendix 2.2.C of PBNDS2011.) Detainees may not be co-mingled with high custody detainees.

84. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
85. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
86. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
87. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

88. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
89. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
90. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
91. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COR or ICE-designee.
92. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
93. TRANSPORTATION SERVICE COST: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).
94. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
95. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. PERFORMANCE WORK STATEMENT

A. BACKGROUND

The United States Department of Homeland Security (DHS), U.S. Immigration & Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation and deportation of illegal aliens in removal proceedings and aliens subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF), Service Processing Centers (SPC), and other federal, state, local and private facilities.

The mission of the Enforcement and Removal Operations Program (ERO) is the planning, management, and direction of broad programs relating to the supervision, detention and removal of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

B. TASKS

The contractor shall provide all resources necessary to provide the services to meet or exceed deliverables and performance standards in Attachment A - *Deliverables and Performance Standards*.

B.1 Detention Services

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE), requires services to house detainees on a 24 hour per day, seven day per week, 365 day per year basis.

The Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE 2011 PBNDS. The Contractor shall comply with all PBNDS 2011 mandatory requirements, and all PBNDS 2011 optimal requirements to the greatest extent possible. A facility includes all service and support detention areas. The facility shall meet the ICE Contract Detention Facility Design Standards dated May 14, 2007 which can be found through the use of the hyperlink provided: http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF. However, where requirements in the CDF Design standards are in conflict with requirements contained in this Performance Work Statement, in PBNDS 2011, in DHS PREA

standards, or in other binding requirements associated with this procurement, those provisions take precedence over the CDF Design standards.

Three updates to the CDF Design Standards are attached in Section J; Addendum A IHSC Design Standards, Addendum B EOIR and Addendum C Structured Cable Plant Standard design standards. ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy. Any design or facility feature that does not meet the CDF Design Standards as stated will be corrected at Contractors expense. The facility shall have 100% auxiliary power and be constructed to withstand a category five Hurricane. The facility shall meet the International Code Council (ICC) 500 standards.

The facility shall be located within a 50 mile radius of the ICE Houston Field Office located at 126 Northpoint Drive, Houston Texas, 77060. The facility must be located within the Office of Personnel Management (OPM) locality area of Houston/Baytown/Huntsville. Please see <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2012/locality-pay-area-definitions/>, to determine if an address is within the Houston/Baytown/Huntsville OPM locality delineated area. The facility will be within an approximate 30-minute surface commute time of a general acute care hospital that has an emergency room, surgery, medical, and mental health services and within an approximate 60-minute surface commute time of Bush Intercontinental Airport. The facility location will also have access to public and commercial transportation routes and services and serve as a transportation hub for picking up and dropping off ICE detainees.

The Contractor shall provide for operational capacity for 1,000 beds. By May 1, 2017 the Contractor must be able to begin performance for full operational capacity (1,000 beds) and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

Male and female population will be based on ICE operational needs and/or requirements.

NOTE: UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEES TO BE HOUSED IN THE SAME ROOMS.

The facility shall also include a special housing unit (segregation) for administrative and discipline segregation, and two small general population dorms (two man dorms). Further, a short stay unit (medical housing unit) minimum of 25 beds is required for detainees.

Historically, the majority of Houston AOR detained population is criminal alien.

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security (DHS) and ICE ERO. ICE ERO promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

A key goal of Immigration Detention Reform is to create a civil detention system that is not penal in nature. However, ICE recognizes that some detainees may have a criminal history. Consequently, detainees at the medium and maximum classification levels may require housing in a more secure area of the facility. The detention center shall provide safe and secure conditions of confinement based on the individual characteristics of a diverse population, including: threat to the community,

risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The detention center shall provide easy access to legal services; abundant natural light throughout the facility; ample indoor and outdoor recreation that allows for vigorous aerobic exercise with extended hours of availability-ideally a minimum of four hours per day of outdoor recreation; private showers and restrooms (where practicable); cafeteria style meal service; non-institutional detainee clothing; contact visitation, including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video teleconferencing capabilities; noise control; enhanced, but controlled freedom of movement although the manner and degree of implementation may vary based on security levels; enhanced law library and legal resources; and enhanced programming, including religious services and social programs and dedicated space for religious services.

In housing detainees, the Contractor is required to perform in accordance with the ICE Performance Based National Detention Standards (2011 PBNDS), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), Subpart A of the U.S. Department of Homeland Security (DHS) Regulation titled "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. If any requirements of the DHS PREA standards conflict with the terms of PBNDS 2011, the DHS PREA standards shall prevail. ICE inspectors or Government-contracted staff will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance for full operational capacity and accept detainees immediately upon issuance of the NTP.

Detainees are classified as High (Level 3), Medium High (Level 2), Medium Low (Level 1.5) or Low Risk (Level 1). The male and female populations shall consist of all four levels. Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR or ICE-designee and follow the instructions of the COR or ICE-designee.

Unless otherwise specified, all plans, policies, and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the COR for review and concurrence prior to issuance of the NTP. The Contractor's operational and/or corporate policies that do not impact ICE operations (i.e. policies on employees sick days, vacation days, etc) do not have to be reviewed or approved by ICE. Once written concurrence has been granted by the COR, these plans, policies, and procedures shall not be modified without the prior written approval of the COR. The Contractor does not have a right of refusal and shall take all referrals from ICE. Further, the Contractor shall not add any non-ICE detainee population to the

facility from any other entity without the expressed prior written approval of the CO and/or ICE-designee.

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

B.2 Armed Transportation Services:

- a. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. There are routine routes that shall be accomplished daily and additional transportation requirements as requested by the COR or designated ICE official. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility as directed by the COR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period 7 days a week including weekends and holidays.

The COR may determine on a case-by-case basis, per the ICE 2011 PBNDS on Transportation by Land (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a two-person team is not necessary for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

- b. The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the 2011 PBNDS requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE 2011 PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this

contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Texas State Department of Licensing for Medical Certifications at <http://www.txdps.state.tx.us/DriverLicense/medCertReq.htm>.

All transportation Detention Officers shall be armed in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per the ICE 2011 PBNDS on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. Transportation shall be accomplished in the most economical manner.

The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.

The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following.

- The facility should maintain the fleet and staffing to provide for the transportation requirement of at least 42,000 passengers per year for a total mileage requirement of at least 500,000.
- The contract facility must support transportation to and from locations in the following 58 counties in the Houston Area of Responsibility:

1. Group A	2. Group B	3. Group C	4. Group D
5. Angelina	6. Brazoria	Brooks	Harris
7. Aransas	Fort Bend	Jim Wells	
8. Austin	Galveston	Kenedy	
9. Bee	Jefferson	Kleberg	
10. Brazos	Montgomery	Nueces	
11. Burleson	Walker		
12. Calhoun			
13. Chambers			
14. Colorado			
15. Dewitt			
16. Fayette			
17. Goliad			
18. Grimes			
19. Hardin			
20. Houston			
21. Jackson			
22. Jasper			
23. Lavaca			
24. Lee			
25. Leon			
26. Liberty			
27. Live Oak			
28. Madison			
29. Matagorda			
30. Milam			
31. Nacogdoches			
32. Newton			
33. Orange			
34. Polk			
35. Refugio			
36. Robertson			
37. Sabine			
38. San Augustine			
39. San Jacinto			
40. San Patricio			
41. Shelby			
42. Trinity			
43. Tyler			
44. Victoria			
45. Waller			
46. Washington			
47. Wharton			

- Transportation to/from locations in Group A, above, will be performed in pre-planned routes at least 3 times per week, Monday through Saturday, as needed and directed by ICE.
- Transportation to/from locations in Group B will be performed in pre-planned routes Monday through Friday, as needed and directed by ICE.
- Transportation to the port of entry in Laredo, Texas, will be performed Monday through Friday, as needed and directed by ICE.
- Transportation to/from locations in Group C will be performed Tuesday through Saturday, on return from the Laredo port-of-entry, as needed and directed by ICE.
- Transportation within Group D, Harris County, will be performed on all days as needed and directed by ICE.
- Planned transportation to and from Dallas, Texas; Harlingen, Texas; San Antonio, Texas; Alexandria, Louisiana; and other locations will be performed as needed and directed by ICE.
- Emergency law-enforcement transportation services to locations in the counties listed above can be performed with one hour notice, as needed and directed by ICE.
- Transportation to hospitals and planned transportation outside medical providers will be performed as required by ICE or the facility medical provider.
- The facility will provide off-site guard services at hospitals, medical providers, and other locations directed by ICE or the facility medical provider.
- The facility will safeguard juvenile detainees at off-site locations as directed by ICE. Juvenile safeguard services will be performed in compliance with the settlement agreement in *Flores v. Reno*.

* Every weekday means non-holiday work days; on occasion, a route may be required on a weekend day, thus excluding a route during a weekday.

B.3 On Call Guard Services:

- a. The Contractor shall provide on call guard services as requested by the COR and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments; hearings; ICE interviews; and any other remote location requested by the COR or designated ICE official. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or designated ICE official or in an emergency, the contractor shall provide an officer to safeguard the detainee (s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.
- b. The numbers and frequency of these services shall vary, but to the extent possible, the COR shall notify the contractor 4 hours in advance of such need and of a schedule of remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.

c. The following notes are applicable to the above posts:

- (i) All on call posts require at least one guard that is of the same sex as the detainee
- (ii) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
- (iii) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
- (iv) COR shall guarantee a minimum of two (2) hours for each on call post directed.
- (v) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and “A” numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at a negotiated rate.

B.4 PROVIDE ICE ADMINISTRATIVE SPACE – OFFICE SPACE SERVICES

ICE Staffing and Support Space – The Contractor is required to provide new or “like new” ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility. “Like New” is defined as renovated space provided by the contractor. The ICE Office and Support Space shall have 100% auxiliary power. The ICE Office and Support Space shall consist of the following outline and each space requirement is outlined at:

http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF .

The CDF Design Standards are to be used as a guide. All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone connections. The communication and phone connections must follow the ICE standards.

1. Administrative office and support space for ICE enforcement staff of approximately 110 employees, including:
 - 5 managers/administrators
 - 15 supervisors
 - 40 officers
 - 40 agents (squad room)
 - 10 clerical assistants (administrative space)
- Additional administrative areas for ICE enforcement staff:
 - Break room with kitchenette
 - Gym
 - Conference Room
 - Secure File Room
 - Mail Room

- Storage Room
 - Copier/Fax/Shredder Room
 - Printer Area
 - File Area
 - Male Restroom
 - Female Restroom
2. Administrative and office support space for ICE Staff Services and Training (support area for all ICE employees at the Houston CDF):
- Staff entrance vestibule
 - Weapons drop area
 - Training Office
 - Visiting Training Officer Office
 - Muster Room
 - Exercise Room
 - Physical Training Room
 - Classroom/Computer Training Room
 - FATS Training Room
 - ICE Armory
 - ICE Ready Room
 - Training File Room
 - Workroom
 - Resource Library
 - Staff Break room
 - Vending area
 - Male Staff Lockers
 - Male Staff Toilet
 - Male Staff Showers
 - Male Staff Dressing Area
 - Female Staff Lockers
 - Female Staff Toilet
 - Female Staff Shower
 - Female Staff Dressing Area
 - Bulk Storage Room (Disposed Property)
 - Loading dock and staging
3. ICE Common Support Space
- ICE common use mailroom
 - ICE MDF Room
 - ICE IDF Room
4. Administrative office and support space for ICE Office of the Principal Legal Advisors (OPLA)
- Administrative office and support space for OPLA - immigration judges and

administrative office space for 15 employees, including:

- 1 supervisor
- 10 attorneys
- 4 clerical assistants

- Additional administrative areas for ICE OPLA staff:
 - Break room with kitchenette
 - Secure File Room
 - Supply Room
 - Law Library/Conference Room
 - Classified File Room
 - Copier/Storage Room
 - Mail/File Clerk Office
 - Support workstation with scanner, printer, fax

5. Secure ICE processing area, including:

- Holding capacity of at least 120 detainees, separate from the facility's hold room area. This holding capacity must be broken down into large, small, male, female and segregation rooms.
- The contractor will need to man and operate these hold rooms in accordance to the attached ICE policy 11087.1 Operations of ERO Holding Facilities (Attachment 11).
- There shall be a juvenile holding area that will be sight and sound separated within the ICE processing area. Juveniles shall be housed 72 hours or less. Juveniles shall be afforded the same level of care as the adults. This juvenile holding area will accommodate a total of twelve juveniles (six of each gender) at a time. Each juvenile holding area (male and female) shall have its own restroom. The interior of each juvenile gender specific holding area shall be compliant with the settlement agreement in *Flores v Reno*.
- Sufficient space to accommodate at least 24 5'x5' interview and processing stations
- 5 interview rooms
- 1 control room
- 1 triage/exam room
- Security, control, and monitoring services for the holding cell and juvenile waiting areas.
- Direct access to a vehicular sally port with search room.
- Female staff toilet
- Male staff toilet

6. Administrative and Support space for Executive Office of Immigration Review (EOIR)

- Administrative and support space for EOIR to accommodate five courtrooms for in person hearings, equipped with video/telephone conference capabilities. The Executive Office of Immigration Review (EOIR) requires space for

approximately 26 employees including:

Using the June 2011 EOIR CDF Design guide (Addendum B), specifically the Space Requirements Summary chart within Section 4 Functional Requirements outlines the specific square footage required for each of the following:

Private Offices

- 5 Immigration Judges
- 1 Court Administrator
- 2 Law Clerks
- 3 Supervisors

Open support space / cubes / low walls

- 15 Administrative staff

Additional administrative areas for EOIR staff:

- Conference Room
- Pro Bono Room
- Copier/Mail Room
- Secure File Room
- Computer (ADP) Room
- Employee Break Room
- Female Staff toilet
- Male Staff toilet
- Janitor Closet
- Printer Workstation
- Supply Room

Functional Requirements according to the 2011 EOIR CDF Design Guide also include the offices and support spaces be fully furnished with furniture (EOIR provides agency VOIP telephones), provide supplemental HVAC units in the Courtrooms and ADP rooms (typically 1 ½ tons each), Duress Alarms at the Reception window, Court Administrator office, conference room and mounted under the Judge's benches in all Courtrooms.

Additional security for EOIR courtrooms:

- Holding capacity of at least 160 detainees, separate from the facility's hold room area and the secure processing area.
- Security, control, and monitoring services for the holding areas, the courtrooms (bailiff services), and the public waiting area.

All furniture and case goods shall be furnished by the Contractor in accordance with ICE and EOIR Design Standards.

Refer to ICE and EOIR Design Standards:

http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF

- Addendum A IHSC Design Standards
- Addendum B Executive Office of Immigration Review Design Standards

- Addendum C ICE Cabling Standards

The ICE Administrative space shall be climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8am and 4pm) by Government cleared contractor janitorial staff.

Additional Requirements for ICE Administrative Office and Support Space

a. Furniture

All furniture and case goods shall be new and furnished by the Contractor in accordance with ICE Design Guide and specifications, which include all ICE Administrative office space and support space, EOIR, OPLA, and IHSC space as required in accordance with the ICE Design Standards. The Contractor shall provide the proposed furniture design, and furniture samples and specifications to be approved by COR or ICE designated official prior to ordering. All systems furniture shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

b. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include cpu's, screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion. Please note, Contractor will provide Government with proposed Statement of Work for all IT and communications required and in accordance with CDF DESIGN STANDARDS available through hyper link http://cams.ocgov.com/Web_Publisher_Sam/Agenda07_20_2010_files/images/O00110-000775A.PDF – 5. Appendix, ICE Structured Cable Plant Standard, Version 7.4, Addendum C, prior to commencement of any installation of IT or communication systems.

NOTE: ICE IT system must be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

c. Communication Equipment

The Contractor shall purchase, install, and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system **that meets industry design standards (these standards must be specified)**. Systems shall be installed specifically for ICE use.

NOTE:ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Combination requirements for Public Entrance/Lobby (ICE and Contractor)

- **Vestibule**
- **Visitor Check-In/Prescreening Area**
- **Weapons Drop**
- **Visitor Property Lockers**
- **Visitor Security Check-In Area**
- **Reception/Security Post**
- **Visitor Search Room**
- **Visitor Waiting Area**
- **Visitor Vending Area**
- **Visitor Telephone Area**
- **Visitor Toilets- Male**
- **Visitor Toilets – Female**

Visitation and Holding Space

Sufficient space shall be provided for non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 20 non-contact rooms and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least 100 square feet each), as well as space for contact visitation. Space shall be provided for the storage of visitors' personal items not allowed into the visiting area. Space shall also be sufficient to support extended General Visitation hours, including on nights and weekends.

B.5 Parking Spaces at the Contract Detention Facility

The Contractor shall provide hard surface (concrete) parking for all ICE employees and CDF Visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking lot shall be well lit and shall drain well. The ICE employee parking lot shall be striped and have reserved spaces painted as directed by the COR or designated ICE official. The ICE employee parking lot shall have an automated entrance and exit gate, operated by the contractor provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete) parking lot for the CDF visitors and shall provide security, granting and/or denying access, as one of the daily posts assignments. The CDF visitors parking lot shall be striped and have reserved spaces painted as directed by the COR or designated ICE official. Street parking for the CDF visitors is not acceptable.

The Contractor shall allow and provide space within the secured, surface parking area, for a Government provided and/or contracted for emergency fuel tank. The purpose of the emergency fuel tank is for fueling of ICE government vehicles during an emergency. The Contractor will allow ICE and an ICE contractor access to the emergency fuel tank 24 hours a day, 7 days a week, in the event of an emergency.

The Contractor shall provide at least 297 secured, surface parking spaces on-site at the facility exclusively for Government and ICE visitors use as follows:

173 spaces for ICE employees

30 ICE government vehicles

4 Buses

30 ICE visitors (attorneys)

60 CDF visitors

C. General

The Contractor shall abide by all laws, rules, and regulations applicable to operations and the business entity. All services must comply with the Performance Work Statement (PWS) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO will make all modifications in writing.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract performance.

The Contractor shall have 18 months from commencement of full performance to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for

accreditation to the ACA. The Contractor shall furnish written proof of such application to the COR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

This PWS contains numerous references which direct the Contractor to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of being served such litigation. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded

to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall provide be able to provide translation services as required for necessary communication with detainees who do not speak or comprehend the English language. Other than emergency situations, detainees shall not be used for translation services. The contractor may utilize commercial telephone language interpretive services to fulfill this requirement.

The Contractor shall notify the COR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE 2011 2011 PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:

<http://www.ice.gov/about/news/contact.htm>.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

D. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the COR or ICE-designated employee. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

E. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A Notice to Proceed will be issued upon CO concurrence of the QCP, so long as it does not violate any applicable FAR regulation.

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

F. Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the PWS. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - b. Define the roles and responsibilities of participating Government officials.
 - c. Define the types of work to be performed.
 - d. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - e. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
 - a. The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
 - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

G. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

H. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

I. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR(s) on a weekly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

J. Contractor's Employee Rules

The Contractor shall provide employee rules, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

K. ICE Operations Manual

The Contractor shall maintain Appendix 26-1, Detention Operations Manual (commonly known as Performance Based National Detention Standards) of the Detention and Enforcement Operations Policy and Procedure Manual (DEOPPM) that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COR if requested.

L. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall

below a monthly average of 95%. If staffing levels fall below 95% in either category, the CO may instigate invoice deductions of up to 20% in accordance with the Deliverables and Performance Standards.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 30 days. Failure to fill any individual position within 60 days of the vacancy may result in an equitable adjustment by the CO from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an "acting" position to backfill that Key Personnel position during the five day duration, the CO has the right to make a deduction of up to 20% from the month's manday invoice in accordance with the Deliverables and Performance Standards.

1. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR on a daily basis.

2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned as a key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a. Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative

experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- b. Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.
- d. Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e. Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. Organizational Chart

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart

as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

M. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

N. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection V of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 90 days after contract award and before full contract performance begins; the Contractor shall submit the training plan to the COR for review. The Contractor is not to begin training until the COR has approved the training plan.

O. Housing, Health and Medical Care, Transportation, and Stationary Guards

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE 2011 PBNDS.

1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.
- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE 2011 PBNDS.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by ICE Health Services Corp (IHSC).

4. Stationary Guard Services

- a. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR.
- b. The Service Provider shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer.
- c. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

III. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. The Contractor is solely responsible for all detainee personal property. (i.e. stolen/misplaced goods due to Contractor negligence's and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee's personal property. The Contractor shall create and update the records. The Contractor shall safeguard all records related to the operation of the facility. All records will remain the property of the U.S. Government.

B. Manage the Receiving and Discharge of Detainees

1. In accordance with ICE 2011 PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE 2011 PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

2. Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

C. Manage and Account for Detainee Assets (Funds, Property)

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the 2011 PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Enforcement and Removal Operations Policy and Procedure Manual (EROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for transfer, release, or removal are given all funds (in cash or check) immediately prior to leaving the facility. For detainees being released or removed, funds should be provided in cash form wherever possible, although a check may be used where deemed appropriate by the ICE COR or designated ICE official. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

D. Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with ICE policy. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government-approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of two motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

The Contractor shall provide, install and maintain a new HSPD-12 compliant badging building access system that covers the detention and administration facility (the same badge will work for both areas). The Contractor shall provide the Government with a satellite workstation of the building access system, allowing the Government to control the administration areas.

E. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the ICE 2011 PBNDS on Sexual Abuse and Assault Prevention and Intervention and the DHS PREA standards (Attachment 10). This program shall include training and/or information that is given separately to both staff and detainees.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE 2011 PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

At least four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

I. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

J. Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE 2011 PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COR. Serious incidents include, but are not limited

to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; detainee-on-detainee fights and assaults (regardless of whether they result in any physical injury); serious physical injury to any detainee, regardless of the source; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and allegations or reports of sexual abuse or assault.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

K. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, per the ICE 2011 PBNDS on Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE 2011 PBNDS regarding Emergency Plans.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE 2011 PBNDS on Use of Force.

L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with no appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

M. Manage a Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor and will adhere to the ICE 2011 PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace).

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

Detainee laborers shall be paid in accordance with ICE 2011 PBNDS and shall this cost shall not be reimbursed by ICE.

IV. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE 2011 PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post. Gender specific housing dorms shall only be directly supervised by that gender.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Attachment 10

D. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <https://www.ice.gov/detention-standards/2011>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE 2011 PBNDS, and turned over to the COR or ICE-designee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE 2011 PBNDS Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE 2011 PBNDS.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Contractor shall adhere to ICE 2011 PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COR upon request.

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

M. Use of Force Policy –

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE 2011 PBNDS and requires, at a minimum, the following:
 - a. The formulation of an After Action Review Team, which must include the participation of the COR.
 - b. An After Action Report submitted to the COR within 30 days of the incident, with corrective actions noted, if applicable.
 - c. Video footage of the incident must be made available for ICE review.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the COR or ICE-designee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

P. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

Q. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COR or ICE-designee. The Contractor shall adhere to the requirements contained in the ICE 2011 PBNDS for Funds and Personal Property.

R. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentional. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE 2011 PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or with-holding.

S. Correspondence and Other Mail

In accordance with ICE 2011 PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

T. Evacuation Plan

The Contractor shall furnish 24 hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE 2011 PBNDS regarding emergency plans.

The Contractor must be able to transport all detainees housed at the facility during an emergency, as directed by COR or the ICE designated official. In an evacuation situation, the contractor must be able to temporarily transport and house the ICE detainees in a safe location, within the time frame outlined by ICE. The proposed “temporary safe location” must be of comparable standards to the current ICE contract location, and must be approved by the COR or the ICE designated official.

U. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

V. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

W. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at http://www.ice.gov/doclib/detention-standards/2011/medical_care.pdf. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COR and/or ICE-designee.

X. Emergency Medical Evacuation

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

Y. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

Z. Maintain a Video Surveillance Program

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

V. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the ICE 2011 PBNDS.

In accordance with ICE 2011 PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

VI. HEALTH SERVICES

Health services for the ICE detainees will be provided by the Government. The Contractor must provide adequate space for such health services, to include office and support space within the medical clinic, as outlined within IHSC Design Standards Addendum A.

A. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to ICE COR or other designated ICE official.

B. Manage a Detainee Death

The Contractor shall comply with ICE 2011 PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has

been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

VII. FOOD SERVICE

A. Manage Food Service Program in a Safe and Sanitary Environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by ICE COR or designated official). Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or designee.

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE 2011 PBNDS on Food Service.

All food service preparation resources (appliances, freezers, food preparation tables, coolers), must be new or in like-new condition. Additionally, the Contractor's kitchen will be new or in like-new condition at the commencement of the contract.

VIII. DETAINEE SERVICES AND PROGRAMS

A. Manage Detainee Clothing, Linens, and Bedding

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE 2011 PBNDS on Personal Hygiene. After 90 days, the Contractor shall issue three (3) new sets of appropriate undergarments consisting of cotton shorts/briefs, panties, brassieres, socks and undershirts. As provided for in the ICE 2011 PBNDS, the Contractor will provide weather appropriate clothing upon release, discharge, or transfer; clothing includes:

1. Shoes. Rubber soled, closed toe and heel. Fabric varieties are acceptable.

2. Undergarmets. Briefs and socks for men, bras, panties and socks for women.
3. Pants. Cotton sweat pants.
4. Shirt. Cotton sweatshirt or short sleeve shirt, to be determined by ICE.
5. Light jacket as directed by ICE. Nylon or polyester variety with light insulation.
6. Heavy coat as directed by ICE. Nylon or polyester variety suitable for ice or snow with heavy insulation.

B. Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE 2011 PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain, and dedicated space for religious services.

C. Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient Detention Officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE 2011 PBNDS on Recreation.

The Contractor shall ensure access to meaningful aerobic exercise opportunities for detainees in both General Population and Special Management Units. In General Population, this includes the availability of both exercise equipment (e.g. aerobic exercise machines, weigh machines) and opportunities for group sports. The contractor should provide access to exercise opportunities and activities popular with the populations most frequently detained by ICE; for example, soccer is preferable to basketball (soccer fields need not be regulation-sized). The facility shall provide for extended hours of outdoor recreation availability – ideally a minimum of four hours per day.

Contrary to the provisions in the CDF Design Standards, recreation yards for high-risk security detainees and for detainees in segregation are not required to be provided directly adjacent to their housing areas. Consistent with PBNDS 2011 optimal provisions, recreation for general population detainees will ideally be provided in spacious recreation areas outside the confines of the housing structure. Recreation areas should substantially exceed the dimension requirements contained in the CDF Design Standards (which require a minimum of 15 square feet per detainee).

The Contractor shall offer detainees access to reading materials, preferably with a library with regular hours, but alternatively with book carts, or other means. Reading materials in English, Spanish, and if practicable, other languages, should be made available. The Contractor shall also offer other programmatic activities, such as educational classes or speakers, organized activities, or recreational programs.

Detainees in administrative segregation will receive at least two hours of recreation or exercise per day, seven days a week. Detainees in disciplinary segregation will receive at least one hour of recreation or exercise per day, seven days a week. Detainees in Special Management Units for administrative reasons should also be given the opportunity to recreate or comingle with other administrative segregation detainees, as appropriate based on custody classification and other security considerations.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable. Automatic coin-operated vending machines are not an acceptable means of meeting the requirement for commissary.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

E. Manage and Maintain a Detainee Telephone System

The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to courts, their attorneys, or for the purposes of obtaining legal representation.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations, including the FCC order entitled *Rates for Interstate Inmate Calling Services*, 78 Fed. Reg. 67956 (November 13, 2013).

The Contractor shall provide at least one telephone for every ten (10) detainees.

The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the

equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

Robin Hall
Customer Relations Manager
(334) 375-7842
robin@taltoncommunications.com

Mike Oslund
Operations Manager
(334) 375-4200
michael@taltoncommunications.com

The Contractor shall also permit detainee with disabilities the opportunity to submit requests for the auxiliary aid of their preference, if unavailable at the facility. Where practicable, and consistent with the order and safety of the facility, the facility provides for use of such other equipment, such as video relay and video phones for detainees who are deaf or hard of hearing.

F. Provide for the Special Needs of the Female Detainee Population

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population and compliance with the requirements of PBNDS 2011 Standard 4.4 on “Medical Care (Women).”

G. Law Library

The Contractor shall provide a dedicated secure space room within the secure perimeter for books and materials to provide a reading area – “Law Library” – in accordance with the ICE 2011 PBNDS on Law Libraries and Legal Material. The “Law Library” must be large enough to accommodate the ICE I/T equipment, as well as the Contractor provided library tables and chairs. In accordance with ICE 2011 PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents. All contractor provided furniture and equipment must be in good, working order at all times.

When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week.

The Contractor shall provide paper copies of all legal materials required by PBNDS 2011 Standard 6.3.

The Contractor shall also coordinate with external legal service providers to make available “Know Your Rights” or other types of legal rights group presentations at the facility.

H. Communication Assistance

The Contractor shall maintain a contract with a language line to provide interpretation services for detainees with limited English proficiency, as well as a contract for professional sign language interpretation services for detainees with hearing disabilities.

I. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished and new or in like-new condition, except as otherwise noted.

The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC), with the State of facility location’s Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set

forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review.

As such, all offerors are advised that as part of the solicitation process they must be able to demonstrate compliance with the requirements set forth in Section J Attachment 12 . For more information on how these and other *National Environmental Policy Act* (NEPA) 42 U.S.C. 4321 compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.

The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract, and shall supply any subsequently required documentation to ICE officials in a timely fashion for review and approval. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following statutes: *Clean Air Act, Clean Water Act, Endangered Species Act, Resources Conservation and Recovery Act*; and other applicable laws, regulations, executive orders, and other State and local requirements.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the “owner and operator” for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COR. For all new

construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR promptly.

IX. PERSONNEL

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.

4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

B. Minimum Personnel Qualification Standards

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
 - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

Employee Health:

Employee health files for each employee must be maintained on site, in a locked cabinet by the IHSC Health Services Administrator or the contractor's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Annual respirator medical clearance.
- f. Fit test results.
- g. Other employee health documents .

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
 - a. Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested

positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

Custody staff will provide immunization documentation or titer results to the IHSC Health Services Administrator or the contractor's designee for placement in the employee health file. CDC's Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COR. If the COR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE 2011 PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

F. Removal from Duty

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or unto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"

2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

H. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

I. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. The Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

J. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

K. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

1. Uniforms:

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt cap, jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c. To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR or other ICE designated official.
- d. The Contractor shall provide, install and maintain a new HSPD-12 compliant badging building access system that covers the detention and administration facility (the same badge will work for both areas). The Contractor shall provide the Government with a satellite workstation of the building access system, allowing the Government to control the administration areas.

L. Permits and Licenses

1. Business Permits and Licenses

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in **which** the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

M. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Contractor employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

N. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

a. Recording Presence

The Contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed

for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

b. Rest Periods

When the Contractor, or a contractor supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

c. Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

X. BACKGROUND AND CLEARANCE PROCEDURES

A. Security Requirements

DHS has determined that performance of the tasks as described in this Performance Work Statement and any subsequent contract and modifications or amendments thereto requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to all Personnel Security Unit requirements.

B. Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding, or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Contract Detention Facility or any Government facility or facility used in furtherance of DHS activities without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to a Contract Detention Facility or any facility used in furtherance of DHS activities will not be subject to security suitability screening.

C. Background Investigations and Required Forms

Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the contract needing access to sensitive information shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted.

Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COR, no less than five days before the starting date of the contract or five days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
2. E-Quip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, "Fingerprint Card" (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system. Lawful Permanent Residents (LPRs) will be permitted in the performance of this contract.

D. Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

OPR-PSU may require reinvestigations when derogatory information is received and/or every five years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to his or her attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The COR or other ICE-designated official shall notify OPR-PSU of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location, and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible Unit.

E. Employment Eligibility

The Contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of its own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor or on this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

F. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

G. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or it's replacement*. Contractor personnel must have favorably adjudicated background investigations.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., *Privacy Act*).

H. Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

XI. TRAINING

All training shall be conducted in accordance with the ICE 2011 PBNDS on Staff Training. Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

A. General Training Requirements

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

1. Basic Training Subjects

Officers must complete the training required in accordance with the ACA and ICE 2011 PBNDS. Required training may include but not be limited to the following:

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention and Intervention*	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. Bomb Defense and Threats	1 HR
e. Telephone Communications/Radio Procedures	1 HR
f. Annual IT Security Training	1 HR
g. Fire and other Emergency Procedures	2 HRS
h. Treatment and Supervision of Detainees	2 HRS
i. ICE Use of Force Policy	2 HRS
j. Security Methods/Key Control/Count	1 HR
k. Procedures/Observational Techniques	4 HRS
l. EEO/Sexual Harassment	2 HRS
m. Detainee Escort Techniques	1 HR
n. ICE Paperwork/Report Writing	2 HRS
o. Detainee Searches/Detainee Personal Property	4 HRS
p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS
u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS

y. ICE Performance Based National Detention Standards

8 HRS

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and 2011 PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

*** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

2. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

3. On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions.

This training includes:

1. Authority of supervisors and organizational code of conduct.
2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.
5. Disturbance Control Team training.

4. Training During Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

5. Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within four minutes.
- b. Perform cardiopulmonary resuscitation (CPR).

- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

1. Techniques for issuing written and verbal orders	2 HRS
2. Uniform clothing and grooming standards	1 HR
3. Security Post Inspection procedures	2 HRS
4. Employee motivation	1 HR
5. Scheduling and overtime controls	2 HRS
6. Managerial public relations	4 HRS
7. Supervision of detainees	4 HRS
8. Other company policies	4 HRS

Additional classes are at the discretion of the Contractor with the approval of the COR.

The Contractor shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

C. Proficiency Testing

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each training course is completed. The Contractor may give practical exercises when appropriate. The COR will approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a minimum score of 80 percent or better. The Contractor must provide the COR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications

of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to the training course.

E. Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

XII. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Contractor:

Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use.

XIII. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency annually.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of:

1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE 2011 PBNDS.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy.

See **Section J, Attachment 3.**

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.